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and accepts no added risk itself, there is a duty to do all things reasonably necessary to protect the interests of the insured, even though such action would not result in any benefit to themselves. Since this does not necessarily imply a fiduciary relation between insurer and insured, such a limited obligation, though novel, would seem just and beneficial. Another explanation of the case would be the existence of relational duties between insurer and insured as between principal and agent. But it is doubtful if these exist. *Cf. Everson v. Eq. Life Assur. Soc.*, 71 Fed. 570. See RICHARDS ON INSURANCE, § 70. If such a duty is denied, recovery might be had on quasi-contractual principles. The complainant is not an officious intermeddler, nor does the benefit to the defendant seem to be merely incidental when compared with cases allowing recovery by a co-tenant of payments for repairs and taxes. *United States v. Pac. R. Co.*, 120 U. S. 227; *Calvert v. Johnson*, 99 Mass. 74; *Graham v. Dennigan*, 2 Bosw. (N. Y.) 516. On this ground, however, the measure of damages would appear to be only one-fourth of the expenses incurred by the plaintiff, since to that amount only is the defendant unjustly enriched.

INTERSTATE COMMERCE — WHAT CONSTITUTES INTERSTATE COMMERCE-ROUTE OVER HIGH SEAS WITH TERMINI WITHIN ONE STATE. — The plaintiff, a California corporation, operated a line of steamships running from one port in California to another port in the same state, part of the voyage being on the high seas. The State Railroad Commission undertook to regulate the rates charged. *Held*, that the commission has this power. *Wilmington Transportation Co. v. Railroad Commission of California*, 137 Pac. 1153 (Cal.).

The Commerce Clause of the Constitution is held to prevent the regulation by a state of rates for land transportation having both termini in that state, but where the route passes through another state. *Hanley v. Kansas City So. Ry. Co.*, 187 U. S. 617, 23 Sup. Ct. 214. See 16 HARV. L. REV. 597. Interpreting this as an interference with interstate commerce seems desirable on grounds of expediency, since otherwise it would be impossible to prevent interference and regulation by the intermediate state. The sovereign of the home port alone has jurisdiction of a ship on the high seas, there being no territorial sovereignty. See 27 HARV. L. REV. 268. There is in the principal case therefore no danger of adverse regulation. And it seems unsound to argue that this is interstate or foreign commerce, the power to regulate which has been delegated to Congress alone. *Contra, Pacific Coast S. S. Co. v. Board of R. Commissioners*, 18 Fed. 10. The language to the contrary in *Lord v. Steamship Co.* 102 U. S. 541, has been discredited by a later case and the actual holding has been explained as merely an exercise of the powers of Congress over maritime matters. See *Lehigh Valley Ry. Co. v. Pennsylvania*, 145 U. S. 192, 203, 12 Sup. Ct. 806, 808. But *cf. Abby Dodge v. United States*, 223 U. S. 166, 32 Sup. Ct. 310. However, a breach of a maritime contract of affreightment, or an injury from a discrimination in steamship rates, would be within admiralty jurisdiction. *Carpenter v. The Emma Johnson*, 1 Cliff. (C. Ct.) 633; *Cowden v. Pacific Coast S. S. Co.*, 94 Cal. 470, 29 Pac. 873. No case has been found where questions concerning the reasonableness of steamship rates have been treated as within the jurisdiction, of admiralty courts. Even if it is a matter of maritime jurisdiction, since the termini of the voyage are within one state, it is clearly one in which uniformity of regulation is not necessary. And the states may legislate in such matters until Congress has acted. For a discussion of this proposition, see 27 HARV. L. REV. 578.

JUDGMENTS — ASSIGNMENT OF JUDGMENTS — EFFECT OF ASSIGNMENT UPON RIGHT TO SET OFF MUTUAL JUDGMENTS. — A. held a judgment against B. Subsequently B. obtained a judgment against A. on another claim, and B. assigned a half-interest in it to C., who paid value and had no notice of A.'s